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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Richmond Division)**

In re:)	
)	Chapter 11
CIRCUIT CITY STORES, INC., et al.,)	
)	Case No. 08-35653-KRH
Debtors.)	
)	(Jointly Administered)
)	

**RESPONSE OF MRV WANAMAKER, LC
TO LIQUIDATING TRUST'S FIFTEENTH OMNIBUS OBJECTION TO LANDLORD
CLAIMS (REDUCTION OF CERTAIN PARTIALLY INVALID CLAIMS,
RECLASSIFICATION OF CERTAIN MISCLASSIFIED CLAIMS, DISALLOWANCE
OF CERTAIN INVALID CLAIMS, DISALLOWANCE OF CERTAIN LATE FILED
CLAIMS, DISALLOWANCE OF CERTAIN DUPLICATE CLAIMS, AND
DISALLOWANCE OF CERTAIN AMENDED CLAIMS)**

MRV Wanamaker, LC ("MRV"), by counsel, hereby responds to the Liquidating Trust's Fifteenth Omnibus Objection To Landlord Claims (Reduction of Certain Partially Invalid Claims, Reclassification of Certain Misclassified Claims, Disallowance of Certain Invalid Claims, Disallowance of Certain Late Filed Claims, Disallowance of Certain Duplicate Claims, and Disallowance of Certain Amended Claims) (the "Objection") as follows:

BACKGROUND

1. Circuit City Stores, Inc. ("Circuit City"), as tenant, and Wanamaker 21 Partners L.C. (the "Original Landlord"), as landlord, entered into that certain Lease Agreement dated

April 30, 1996 (the “Prime Lease”), with respect to certain premises located at the northeast corner of 21st and Wanamaker Road in Topeka, Shawnee County, Kansas (the “Leased Premises”).

2. On or about October of 2004, the Original Landlord sold the Leased Premises to Gunning Investments, L.L.C. (the “Current Landlord”).

3. Circuit City vacated the Premises and closed its store on or before March 8, 2006.

4. Circuit City, as sublandlord, and MRV, as subtenant, entered into that certain Sublease dated March 8, 2006 (the “Sublease”), whereby MRV assumed Circuit City’s obligations under the Original Lease and entered into five additional sub-subleases with third parties.

5. On November 10, 2008, Circuit City rejected the Prime Lease and the Sublease in connection with its filing for bankruptcy protection in November of 2008 with this Court [Docket Number 21] (the “Rejection”).

6. In order to protect the interests of its subtenants and to mitigate the damages incurred as a result of the Rejection, MRV entered into a Lease Agreement dated December 1, 2008 (the “Current Lease”) with the Current Landlord.

7. On or about January 28, 2009, MRV timely filed a general unsecured claim (designated Claim No. 9282) in the amount of \$627,207.65 (the “MRV Claim”) for the damages resulting directly from the Rejection consisting of the differential between the rent contemplated under the Sublease and Circuit City’s contractual rent under the Prime Lease for the remainder of the term.

8. On or about February 27, 2011, the Liquidating Trust filed the Objection, seeking to reduce the MRV Claim to \$15,781.50.

9. In the Objection, the Liquidating Trust alleges, among other things, that the MRV Claim should be reduced from \$627,207.65 to \$15,781.50 because MRV “was not the landlord for this property, but the subtenant of the Debtor and is not entitled to the items claimed.”

RESPONSE

10. The Liquidating Trust has objected to and seeks to reduce the MRV Claim on the basis that MRV “was not the landlord for this property, but the subtenant of the Debtor and is not entitled to the items claimed.”

11. Nowhere in the MRV Claim does MRV assert that it is the landlord of the Premises. MRV attached the Sublease and the Current Lease to the MRV Claim so that the Court and Circuit City would be fully informed of MRV’s role in connection with the MRV Claim.

12. Section 16 of the Sublease between Circuit City and MRV expressly provides that “if the Prime Lease terminates as a result of a default or breach by . . . Sublandlord [Circuit City] under this Sublease and/or the Prime Lease . . ., then the defaulting party shall be liable to the nondefaulting party for the damage suffered as a result of such termination.” The Rejection constitutes a breach of the Sublease immediately before the date of the filing of the petition. 11 U.S.C. § 365(g)(1).

13. As a result of the Rejection of the Prime Lease by Circuit City, MRV was forced to incur an increased rent and additional expenses associated with the obligations under the Current Lease.

14. Pursuant to the clear terms of the Sublease between Circuit City and MRV, Circuit City is responsible for the damages in connection with the Rejection.

15. MRV expressly reserves the right to assert additional grounds for the damages

claimed in its proof of claim to the extent such grounds become known to MRV in the course of discovery or otherwise.

WHEREFORE MRV prays that (i) the MRV Claim be allowed as a general unsecured non-priority claim in an amount no less than \$627,207.65; (ii) the Objection be overruled to the full extent; (iii) MRV be granted a hearing; and (iv) the Court grant MRV such other relief as may be appropriate and as its interests may appear.

Dated: Richmond, Virginia
April 7, 2011

MRV WANAMAKER, LC

/s/ William H. Schwarzschild, III
By: _____
Counsel

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Response of MRV Wanamaker, LC to the Liquidating Trust's Fifteenth Omnibus Objection To Landlord Claims (Reduction of Certain Partially Invalid Claims, Reclassification of Certain Misclassified Claims, Disallowance of Certain Invalid Claims, Disallowance of Certain Late Filed Claims, Disallowance of Certain Duplicate Claims, and Disallowance of Certain Amended Claims) was served this 7th day of April, 2011, via email and by first class mail, postage prepaid, upon:

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/s/ William H. Schwarzschild, III
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